

## **Charter and Ride Terms and Conditions**

All bookings are subject to our standard terms and conditions. A written copy is also available on request from our office. Bookings

All bookings require a 50% deposit (or payment in full if within 14 days of the event ) to secure a confirmed booking. Balance if due to be paid at least 14 days prior to departure. Fuel when charged extra must be paid immediately on completion of the charter.

Fuel usage will be monitored by the skipper using the onboard flow meters and the client will be advised at the end of the charter. Any cancellation made by the customer within 21 days of the scheduled date, will not be entitled to any refund unless the places cancelled are resold to same monetary value. At the company's discretion, we may offer to postpone the event / booking and offer an alternative date.

### **Bad weather**

In the event of cancellation or curtailment due to bad weather (a safety decision will be made by skipper only) we will offer an alternative date(s) or time pro rata if the charter is curtailed for bad weather.

### **Rebooking**

We will try to be flexible on new dates but in the event of difficulty in resolving this issue we will offer up to a maximum of five new dates including at least two weekend dates. For cancellation or curtailment due to mechanical failure of the boat We will refund pro rata to the hours run / not run and or offer alternative vessels or dates and times for completion of a charter.

No consequential losses will be entertained under any circumstances. For cancellation or curtailment due to customer behaviour or adverse actions The full charter value will be due including fuel used to the period and fuel required to return the vessel to the point of departure. Customers wishing to curtail a charter or causing a curtailment Customers will not be entitled to any refund and will incur fuel charges for the period used plus any return fuel anticipated to the point of departure.

Damage charges may apply if this is also the reason for the curtailment.

### **Damages**

Any willful damage or misuse and discharging of lifejackets must be paid for by the client.

## **Important medical information**

Powerboat rides and charters are not suitable for people with some medical conditions or disabilities. Please check with us prior to booking if you're unsure if you or any member of your party may be affected by the impact or motion of the boat on the water. It is the responsibility of the person confirming a charter booking to ensure that all members of their charter / ride group are made aware of this, and we are notified accordingly. All members of the group hold an individual responsibility to draw our attention to any such condition, prior to booking and in all circumstances, to notify the skipper prior to departure of the vessel.

## **Disabilities**

Wheel chair users or people with certain disabilities can be accommodated on certain limited availability vessels only. These normally require significant advance booking. We support power boating for people of all abilities and can offer disabled people access to specially adapted vessels where required. Please contact us if a member of your party has special requirements and we will attempt to accommodate them.

## **Alcohol, drugs or unusual behavior**

If, in the opinion of the skipper, any passenger has consumed too much alcohol or under the influence of drugs causing impaired reaction or displaying irrational behaviour likely to compromise safety we reserve the right to refuse to board them. No subsequent costs or claims for alternative transport to the required destination will be accepted.

## **Personal effects and valuables**

You are solely responsible for your personal belongings whilst travelling with us. Any valuables taken aboard our vessels or left in our sales kiosk, are done so at entirely at your own risk and the company accepts no responsibility for them whatsoever. Particular care should be taken of mobile phones, camera equipment and any valuables and steps to avoid them getting wet or lost overboard should be taken if you choose to take them aboard rather than left safely behind prior to departure.

## **Safety brief**

It is mandatory that all passengers are given a full safety brief by the skipper, immediately prior to departure. All passengers are required to pay attention to the safety information given. Please make the skipper aware of any medical conditions that may affect you including any mental health issues. Details can be given privately by asking the skipper, or with a member of staff either at the time of booking or arrival with us. Please inform the skipper if any member(s) of the group have consumed excessive alcohol prior to any departure.

## **Injury**

We will file an MAIB report for any significant injuries or accidents sustained whilst afloat and any minor injury or 'near-miss' will be recorded and filed. Please immediately inform the skipper of any injury sustained as soon as it happens in order that we can adequately assess the situation, offer first aid where necessary or summon further medical assistance. Please inform your skipper if you experience any unusual discomfort which may be indicative of more significant issues.

If the charter needs to be curtailed we will refund pro rata as per our curtailment or cancellation conditions. Alternatives on a pro rata basis will be offered where the injury is the result of an accident. No refund will be due where the injury or condition is pre-existing or caused by a member of the charter party through negligence or wilful act.

## **Unpaid invoices**

No credit facilities or deferred payment arrangements are available to any customers unless previously agreed with and confirmed by a director of this company. Those terms (if agreed) are exclusive to that transaction only and will not be extended into any on-going arrangement.

In the event that an invoice remains unpaid beyond the due payment date, an automatic 'late-payment' charge of £ 65.00 shall be applied, together with interest chargeable at a rate of 8% above Barclays Bank Plc base borrowing rate for the period the invoice remains unpaid beyond the due date. All late payment and interest charges shall attract VAT at the prevailing rate.

## **The Skippers decision**

On marine and safety matters is final. Skippers do not have the authority to negotiate any business / settlement terms or resolve disputes. Any dispute or query should be addressed to a company director at our head office. Our customer service department: is located at the address shown below and all correspondence should be addressed to "Customer Service"

The customer service email address is [office@onboardcharters.com](mailto:office@onboardcharters.com) and the telephone number 02392 006427